

COOPER LIGHTING SOLUTIONS END-USER LICENSE AGREEMENT

Last Revised Date: April 15, 2020, Version 1.0

Cooper Lighting, LLC (“**COOPER LIGHTING**”) owns and operates the purchased product software (“**Product Software**”). The following End-User License Agreement (“**Agreement**”) governs the use of this Product Software. Other sites, content or online services owned or controlled by Cooper Lighting have their own terms of use/end-user license agreement and should be reviewed. Cooper Lighting licenses the use of the Product Software to you subject to the terms of this Agreement.

IMPORTANT, PLEASE READ THIS AGREEMENT BEFORE REGISTERING, ACCESSING OR USING THE PRODUCT SOFTWARE. THIS AGREEMENT IS A BINDING LEGAL CONTRACT BETWEEN YOU (IF REGISTERING AS AN INDIVIDUAL) AND/OR THE ENTITY YOU REPRESENT (IF REGISTERING AS A BUSINESS) (“YOU” OR “YOUR”) AND COOPER LIGHTING, TOGETHER WITH ITS AFFILIATES, ENTITIES, AND SUBSIDIARIES. BY ACCESSING OR USING THE PRODUCT SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. YOUR RIGHT TO USE THE PRODUCT SOFTWARE IS LIMITED BY APPLICABLE LAWS IN ITS JURISDICTION.

IF YOU DO NOT ACCEPT THE TERMS IN THIS AGREEMENT, DO NOT REGISTER, ACCESS OR USE THE PRODUCT SOFTWARE IN ANY WAY.

License. Subject to the terms and conditions of this Agreement, Cooper Lighting grants to you a limited, non-transferable, non-sublicensable, non-assignable, non-exclusive and revocable license to access and use the Product Software in conjunction with the operation of Cooper Lighting products to which the Product Software pertains or other products as described by Cooper Lighting in any user guides and manuals for access to and use of the Product Software (“**Documentation**”) solely for your own use and only in a manner that is consistent with the terms of this Agreement (“**License**”). In the event Cooper Lighting requires you to register as an end-user, this license is valid only if the registration is complete and accurate.

Restrictions. You are not allowed to copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Product Software, or any updates or upgrades, or any part thereof. You may not use any part of the Product Software to create any independent data files, databases, compendiums or any other reference materials. If you breach these restrictions, you may be subject to prosecution and damages. The Product Software is intended for adults, and by accessing the Product Software, you represent that you are a legal adult.

Prohibited Conduct. In connection with your access to and/or use of the Product Software, you agree not to:

- Violate any laws or regulations.
- Make attempts to defeat or circumvent security features, or to use the Product Software for any purpose other than its intended purposes.
- Engage in any behavior that is designed to gain unauthorized access to protected areas of the Product Software and/or Cooper Lighting’s computers, servers or networks, and/or any computers or systems used by other users of the Product Software.
- Make unauthorized attempts to modify any information stored in the Product Software.

- Use any automated technology such as a robot, spider, or scraper to access, scrape, or data mine the Product Software.
- Provide false or misleading information when signing up for a Product Software account or otherwise upload/post any false or misleading information or content through the Product Software.
- Upload/post anything that could destroy, damage, or impair any portion of the Product Software or any computers, systems, hardware, or software used by Cooper Lighting or other users.
- Upload/post anything that imposes an unreasonable strain on Cooper Lighting's network or computer infrastructure.
- Upload/post any unsolicited or unauthorized advertising, promotional materials, spam emails, chain letters, pyramid schemes, or any other form of such solicitations.

The previous list of prohibitions is not exclusive or exhaustive.

Updates. Cooper Lighting may update or upgrade the Product Software at any time. Certain functions of the Product Software may be modified or discontinued as a result of any such updates or upgrades. If Cooper Lighting elects to provide maintenance or support of any kind, Cooper Lighting may terminate that maintenance or support at any time without notice to you. The terms and conditions of this Agreement shall govern any upgrades or updates provided by Cooper Lighting that replace and/or supplement the original Product Software, unless such upgrade is accompanied by, or references, a separate license agreement in which case the terms of that license agreement shall govern.

Mobile Application. Where applicable, the Product Software may employ a mobile application that uses augmented reality to allow a user to display various Cooper Lighting products and performance properties (light distributions, acoustic performance, etc.) through the display on their mobile device using the mobile device's camera. Augmented product models, calculation of lighting parameters, and estimation of reverberation reduction within the application are intended for general information purposes only. Although efforts were made to make the visualization and the numbers as accurate as possible, these are approximate representations of the real products and their performance characteristics. Cooper Lighting does not warrant and will not incur any liability for loss or damage, including without limitation, due to any misinterpretation or inaccuracy of the information in the product or performance rendering displayed on this mobile application. Please contact your Cooper Lighting representative or the relevant product page on Cooper Lighting's website for published product criteria and performance specification.

Events Outside of Cooper Lighting's Control. Cooper Lighting will not be liable or responsible for any failure to perform, or delay in performance of, any of Cooper Lighting's obligations under this Agreement that is caused by any act or event beyond Cooper Lighting's reasonable control, including but not limited to, acts of God, failure of public or private telecommunications networks, changes in law or regulation, or any other force majeure event or circumstance, whether or not foreseeable.

Proprietary Rights. Cooper Lighting owns all rights, title and interest in, and to, without limitation, all intellectual and proprietary rights of any and all featured products or parts, including, but not limited to, any models, data, or formulas exhibited in the Product Software excluding any Open Source Software as defined below that may be contained herein. Except for the limited license granted to you herein, nothing in this Agreement shall be construed to restrict, transfer, convey, encumber, alter, impair or otherwise adversely affect Cooper Lighting's ownership or proprietary rights therein or any other of Cooper Lighting's information, processes,

methodologies, products, goods, services, or materials, tangible or intangible, in any form and in any medium.

Open Source. Certain items of software included with the Product Software may be subject to “open source” or “free software” licenses (“**Open Source Software**”). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of this License. Instead, each item of Open Source Software is licensed under the terms and conditions accompanying such Open Source Software. Nothing in this Agreement limits your rights under or grants you rights that supersede the terms and conditions of any applicable end user license for the Open Source Software. To the extent there are any conflicts between the terms of this Agreement and any Open Source Software license corresponding to the open source component(s) of the software included with the Product Software or additional obligations by such Open Source Software license that are not set forth in this Agreement, the terms of the Open Source Software license will control. Cooper Lighting provides the Open Source Software to you “AS IS” without any indemnities or warranties of any kind.

Fees. Cooper Lighting may charge you fees for access to the Product Software. You agree to pay all fees and charges, including applicable taxes, incurred through your account at the rates in effect for the billing period in which such fees and charges are incurred, including but not limited to, charges for any products or services offered for sale through the Product Software by Cooper Lighting (such fees, charges and taxes shall collectively be referred to as “**Fees**”). Cooper Lighting reserves the right to change the amount of, or basis for determining, any Fees, and to institute new Fees, effective upon prior notice to you.

Support Services. Cooper Lighting or its suppliers and distributors may provide you with support services related to the Product Software (“**Support Services**”). Use of Support Services is governed by the policies and programs described in the Documentation, and/or other Cooper Lighting-provided materials. Any supplemental materials provided to you as part of the Support Services shall be considered part of the Product Software, as applicable, and subject to the terms and conditions of this Agreement.

No Warranty. TO THE EXTENT PERMITTED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE PRODUCT SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT OF THE PRODUCT SOFTWARE IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCT SOFTWARE AND ANY SERVICES PERFORMED OR PROVIDED BY OR IN CONNECTION WITH THE PRODUCT SOFTWARE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL BUGS AND FAULTS AND WITHOUT WARRANTY OF ANY KIND. COOPER LIGHTING, ITS AFFILIATES, SUBSIDIARIES, AND AUTHORIZED REPRESENTATIVES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH RESPECT TO THE PRODUCT SOFTWARE AND ANY SERVICES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, SECURITY, COMPLETENESS, TIMELINESS, ACCURACY, QUIET ENJOYMENT, TITLE, FREEDOM FROM COMPUTER VIRUSES, AND OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NEITHER COOPER LIGHTING, NOR ANY OF ITS AFFILIATES OR SUBSIDIARIES, WARRANT THAT THE FUNCTIONS OR SERVICES CONTAINED IN, ACCESSED FROM, PERFORMED BY, DISPLAYED ON, LINKED TO/FROM, OR PROVIDED BY, THE PRODUCT SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PRODUCT SOFTWARE OR SERVICES WILL BE

UNINTERRUPTED, ERROR-FREE, TIMELY, SECURE, OR THAT DEFECTS OR ERRORS IN THE PRODUCT SOFTWARE OR SERVICES WILL BE CORRECTED, OR THAT THE PRODUCT SOFTWARE WILL BE COMPATIBLE WITH ANY SYSTEM, OR THAT THE PRODUCT SOFTWARE WILL BE FREE FROM WORMS, VIRUSES, MALWARE, TROJAN HORSES, OR OTHER HARMFUL OR DISABLING COMPONENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COOPER LIGHTING, ITS AFFILIATES, SUBSIDIARIES, OR ANY OF THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. YOU ASSUME THE ENTIRE COST OF ANY AND ALL NECESSARY REPAIRS IN THE EVENT YOU EXPERIENCE ANY LOSS OR DAMAGE ARISING FROM THE USE OF THE PRODUCT SOFTWARE OR ANY RELATED GOODS OR SERVICES. IF YOU ARE DISSATISFIED WITH THIS AGREEMENT, THE PRODUCT SOFTWARE AND/OR ANY RELATED GOODS OR SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PRODUCT SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL COOPER LIGHTING OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS, REPRESENTATIVES, ATTORNEYS AND/OR BUSINESS PARTNERS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION, OR TRANSMISSION OF THE PRODUCT SOFTWARE, BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, STATUTORY, PUNITIVE, ACTUAL, LIQUIDATED, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PRODUCTION, LOSS OF GOODWILL, INTELLECTUAL PROPERTY INFRINGEMENT, BUSINESS INTERRUPTION OR LOSS OF USE, PAIN AND SUFFERING, EMOTIONAL DISTRESS OR SIMILAR DAMAGES, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PRODUCT SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF COOPER LIGHTING OR THE AFOREMENTIONED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF COOPER LIGHTING OR THE AFOREMENTIONED PARTIES, REGARDLESS OF THE TYPE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF \$100.00 OR THE AMOUNT THE AUTHORIZED PARTY PAID TO COOPER LIGHTING AND/OR THE AFOREMENTIONED PARTIES FOR THE APPLICABLE GOODS OR SERVICES OUT OF WHICH THE LIABILITY AROSE.

Indemnification. You agree to indemnify, defend, and hold harmless Cooper Lighting, including its officers, directors, employees, affiliates, subsidiaries, agents, licensors, representatives, attorneys, business partners, and respective successors and assigns ("**Indemnified Parties**") from and against any and all claims, demands, actions, liabilities, judgments, awards, losses, damages, costs and expenses (including reasonable attorneys' fees, costs of defense, and direct, indirect, punitive, special, individual, consequential, or exemplary damages), Cooper Lighting or any of the Indemnified Parties suffer in relation to, arising from, or from the purpose of avoiding, any claim or demand from a third party that relates to your: (a) breach or violation of this Agreement; (b) infringement, misappropriation or any violation of the rights of any other party from use of the Product Software in violation of this Agreement; (c) violation or non-compliance with any applicable law, rule, guidelines,

acts, decrees, orders or regulations; (d) use, alteration or export of the Product Software (or any component thereof) in violation of this Agreement; and (e) the use of the Product Software by you or any person using your account. Cooper Lighting and its affiliates reserve the right to assume the exclusive defense and control of any claims or actions subject to indemnification by you and all negotiations for its settlement or compromise, and you agree to fully cooperate with Cooper Lighting and its affiliates upon request by Cooper Lighting.

By accepting this Agreement, you waive and hold harmless Cooper Lighting from any claims resulting from any action taken by Cooper Lighting during or as a result of Cooper Lighting's investigation and/or from any actions taken as a consequence of investigations by either Cooper Lighting or law enforcement related to your use of the Product Software.

Amendments to this Agreement. Cooper Lighting may modify, add or remove any of the terms and conditions of this Agreement at its sole discretion at any time without prior notice. Your continued use of the Product Software after such modifications are made to the Agreement will mean that you accept and agree to be bound by and comply with such changes and updates.

For Authorized Parties in California. In compliance with California Civil Code § 1789.3, an Authorized Party residing in California has the right to contact Cooper Lighting with any complaints or to seek additional information. Such Authorized Party may email Cooper Lighting at [privacy](#) or write to: Attn: Central Privacy Office at Signify Netherlands B.V., Herikerbergweg 102, 1101CM Amsterdam Zuid Oost, The Netherlands .

If Authorized Parties in California have any questions or complaints about Cooper Lighting they may also contact: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs through writing at 400 R Street, Suite 1080, Sacramento, CA 95814, or by telephone at (916) 445-1254 or (800) 952-5210. Hearing impaired persons may call (916) 928-1227 or (800) 326-2297 via TTY device.

Registration. You may need to register the Product Software. You must have a valid account with a username and password ("Credentials"). You are responsible for maintaining the confidentiality of your Credentials, and for ensuring that each password is only used by employees granted access to the Product Software on your behalf. You are liable for all transactions and other activities carried out under your Credentials. You agree to promptly notify Cooper Lighting if any password is lost, stolen, disclosed to an unauthorized party, or otherwise may have been compromised. You agree to immediately notify Cooper Lighting of any unauthorized use of your account or any other breach of security in relation to the Product Software known to you.

Privacy Policy. To the extent Personal information is provided or collected through or in connection with this Product Software, it will only be used in accordance with Cooper Lighting's Privacy Policy as posted on our website. The Privacy Policy is hereby fully incorporated by this reference into this Agreement.

Confidential Information. All information provided in Product Software is Cooper Lighting's confidential information. You agree that you will not use or disclose Cooper Lighting's confidential information without the prior written consent of Cooper Lighting, except to share it with your employees who have a need to know the information and are bound by a duty of

confidentiality covering the information that is at least as restrictive as the obligations in this Agreement.

Except for personally identifiable information, the use and disclosure of which is addressed in the Privacy Policy for the Product Software, any and all information and content provided by you to Cooper Lighting is provided on a non-proprietary and non-confidential basis, regardless of whether the information or content is marked or otherwise identified as confidential or proprietary. You agree that Cooper Lighting has a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display any provided information or content for the purpose of operating and/or marketing the Services or any related services rendered by Cooper Lighting. This license includes any right of publicity rights that may be present in the provided information or content.

Intellectual Property. Other than the exceptions referenced in this Agreement and noted elsewhere, all content provided through the Product Software is the sole and exclusive property of Cooper Lighting including, but not limited to, all trade names, service marks, trademarks, logos, text, data, documents, messages, pictures, images, video, audio, graphics, links, software and its underlying code, domain names, or other electronic files (referred to hereafter as “**Cooper Lighting Content**”).

Certain elements of the Product Software including, but not limited to, text, graphics, photos, images, video, audio, color selections, organization and layout, are copyright protected under United States and international copyright laws. Any Cooper Lighting Content protected by intellectual property laws may not be copied, republished, posted, modified, edited, transmitted, distributed, used to create derivative works of, or reverse engineered without Cooper Lighting’s written permission. No information, data, documents, or records found through the Product Software shall be made available as part of a website, app or online location, whether by hyperlink, framing on the internet or otherwise, without the express written consent of Cooper Lighting.

You acknowledge that you have no right, title or interest in or to the Product Software and/or any Cooper Lighting Content. COOPER LIGHTING and any trade name for the Product Software are trade names and/or marks owned exclusively by Cooper Lighting. You shall not use any trade names or marks that are confusingly similar in Cooper Lighting’s sole opinion without the prior written consent of Cooper Lighting, which may be withheld in its sole discretion. Nothing in this Agreement and nothing found through the Product Software shall be construed as a license to use any of Cooper Lighting’s trademarks, patents, copyrights, or other intellectual property rights.

There may be other content located in the Product Software that is not owned by Cooper Lighting, and you should respect those property rights as well. All rights not expressly granted herein are reserved to Cooper Lighting.

Termination or Suspension. This Agreement is effective for an unlimited duration unless and until terminated as set forth herein. Cooper Lighting reserves the right to terminate your access to the Product Software for any violation of this Agreement, and in those circumstances, all rights under the license granted shall terminate automatically without notice from Cooper Lighting. If Cooper Lighting suspends or terminates your account under this Agreement, you acknowledge that all information and content associated with such account will no longer be

available to you. Upon termination of this Agreement, you shall cease all use of the Product Software, and destroy all copies, full or partial, thereof. Any provision of this Agreement which by its nature must survive the termination of this Agreement in order to give effect to its meaning shall survive such termination.

Miscellaneous. If any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement will continue in full force and effect without said provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. No failure or delay by Cooper Lighting or its affiliates to exercise any right or enforce any obligation shall impair or be construed as a waiver or ongoing waiver of that or any other right or power. Waiving one breach will not be construed to waive any succeeding breach. All waivers must be in writing and signed by the party waiving rights. No provisions in purchase orders, or in any other business forms employed by you, will supersede the terms and conditions of this Agreement.

Export Rules and U.S. Government Restricted Rights. You agree not to provide access to or use of the Product Software to any citizen of a country to which access or use thereof is barred, or to which exports or shipments are barred, or to anyone on the U.S. Treasury Department's list of Specially Designated National or the U.S. Department of Commerce Denied Person's List or Entity List or any other restricted parties lists by the United States government. Further, you will not ship, transfer or export the Product Software into any country or use the Product Software in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "**Export Laws**"). In addition, if the Product Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen of, or otherwise located within, an embargoed nation and that you are not otherwise prohibited under the Export Laws from receiving access to or using the Product Software. All rights to access and use of the Product Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

If the Software is licensed to agencies of the U.S. Government, the Software is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. § 12.212, and is provided to the U.S. Government only as a commercial end item. Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire the Software with only those rights set forth herein. Contractor/manufacturer is Cooper Lighting Corporation, 1121 Hwy 74 S, Peachtree City, Georgia 30269.

Compliance with License and Laws. You shall comply with all federal, state, local and foreign laws, regulations, rules and ordinances pertaining to the license granted to you under this Agreement. If any part of this Agreement is determined to violate any applicable federal, state, local or foreign laws, rules or regulations, then the remaining provisions of this Agreement shall remain in full force and effect and shall be enforced to fullest extent permitted by law.

Governing Law and Interpretation. To the extent not prohibited by law, you agree that this Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of Georgia applicable to contracts wholly made and to be performed within the State of Georgia, and to irrevocably submit to the sole and exclusive jurisdiction of the courts of Georgia or the Federal courts of the Northern District of Georgia, and to irrevocably consent to the exercise of personal

jurisdiction by such courts and waive any right to plead, claim or allege that Georgia is an inconvenient forum.

Agreement. This Agreement constitutes the entire agreement between you and Cooper Lighting regarding the use of the Product Software and supersedes any prior or contemporaneous understandings and agreements between you and Cooper Lighting related to its subject matter.

If you have any questions regarding this Agreement, you may contact Cooper Lighting at:

Cooper Lighting
Attn: Law Department
1121 Hwy 74 S
Peachtree City, GA 30269
Email: privacy@cooperlighting.com

Signify Netherlands B.V.
Attn: Central Privacy Office
Herikerbergweg 102
1101CM Amsterdam Zuid Oost
The Netherlands
Email: privacy@cooperlighting.com